

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOYLE, Commissioner of Public Lands
Olympia, Washington 98504

Easement No. 50-CR3291

THIS EASEMENT, made and entered into this 21ST day of October, 19 91, by and between KITSAP COUNTY, herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee:

A permanent nondivisible, non-assignable easement for a right of way for the sole purpose of operation, use, reconstruction, and maintenance of a public road over and along rights of way variable in width over and across lands in Kitsap County, Washington, as described on the attached "Schedule 1" and located approximately as shown in red on the attached "Exhibits A, B, C, and D."

This easement granted herein is subject to the following terms, conditions, and provisions:

Subject, however, to the following encumbrances:

Type	No.	For	Term	Grantee
ESE	51151	R/W	INDEF.	PUGET SND. P&L co.
ESE	49412	R/W	07-31-08	SAM S. SEWELL
ESE	49378	BUR. CABLE	INDEF.	PUGET SND. P&L co.
ESE	45647	R/W ROAD	INDEF.	JOHN E. BATCHELOR
ESE	45646	R/W ROAD	INDEF.	ROBERT & KATHLEEN ZIMMERMAN
ESE	37915	R/W EXCH	INDEF.	POPE & TALBOT CO.
ESE	2894	ROAD	INDEF.	KITSAP COUNTY

KITSAP COUNTY
\$0.00 NFE
FILED-BY: KITSAP COUNTY
NOV 15, 1991, 4:21 PM
KAREN FLYNN, AUDITOR
CLERK: MILLER

Consideration

The consideration paid by the Grantee to the State is as follows:

None. Documentation of existing county roads not of record.

Assignment

This easement, or any of the rights granted herein, shall not be assigned without prior written consent of the State.

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Term

Should the Grantee or its assigns cease to use this easement for the purpose specified herein for a period of two years, it shall notify the State of such nonuse and the rights granted herein shall revert to the State, its successors or assigns.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of said rights.

All legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish them by a registered professional engineer or licensed land surveyor in accordance with U. S. General Land Office standards at his own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed in process of construction must be adequately referenced and/or replaced in accordance with all applicable laws of the State of Washington in force at the time of construction, reconstruction, or development of the right of way including but not limited to chapter 58.24 RCW, and all Department of Natural Resources rules and regulations pertaining to preservation of such corners and/or witness objects. Such references must be approved by the State prior to removal of said corners and/or witness objects.

The Grantee shall prevent the establishment of weeds upon, and the spread of weeds from, any portion of the right of way herein granted which is adjacent to cultivated State lands and shall further comply with the county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 17.10 RCW). Payment of weed control costs will be the Grantee's responsibility.

In the event the county noxious weed control board directs the Grantee to control weeds or the Grantee elects to kill or control the growth of weeds and/or brush by chemical treatment within or in proximity to said right of way, he shall use only those chemical agents, the container labels of which have been registered with the Washington State Department of Agriculture. Such use must be in accordance with the labeled directions and approved of jointly by the Washington State Department of Agriculture and the County Extension Agent before commencement of any control program.

Preoperating Requirement

The Grantee's operations specified herein shall be conducted in accordance with the provisions of the State approved Plan of Operation in force at the time of construction, reconstruction, or development of the right of way.

Provided, however, thirty (30) days prior to commencement of said operations, the Grantee shall submit to the Regional Manager at Enumclaw, Washington, for written approval, a complete and detailed Plan of Operation for the development of the right of way. The Grantee shall provide for the examination of the right of way, with the State's Regional Manager, before any construction, reconstruction, or development is commenced.

Facility Protection

Trees that become an interference or a hazard to the rights herein granted and located outside of the limits of said right of way may be removed upon obtaining the written consent of the State, and payment of the appraised value thereof.

Restoration

It is understood and agreed that in the event any portion of the road described under Application Number 50-CR3291 is abandoned as a result of the rights granted herein, the Grantee shall take the necessary legal action to vacate such portions and shall immediately restore the land within all abandoned portions to a natural condition as may be directed by the State.

On those portions designated for restoration, all asphalt shall be removed from the abandoned right of way and shall not be deposited on the adjacent State land; in addition, the land surface shall be scarified to blend with the adjoining landscape.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file with the State in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Regional Manager at Enumclaw, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

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EXCISE TAX EXEMPT

NOV 15 1991

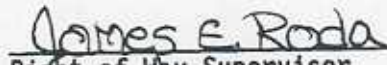
KITSAP COUNTY
TREASURER

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate,
as of the day and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES


R. BRUCE MACKEY, Manager
Division of Lands and Minerals

COUNTY OF KITSAP


Right of Way Supervisor

Department of Public Works
614 Division
Port Orchard, WA 98366

App. No. 50-CR3291
12\091791\WP51\RIGHTWA\50CR3291.EAS

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SCHEDULE 1

<u>Legal Description</u>	<u>Sec/Twp/Rge</u>	<u>Road Name</u>	<u>Easement Width</u>
NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	20/24N/1W	Gold Creek Road W.	60'
NW $\frac{1}{4}$ NW $\frac{1}{4}$	17/24N/1W	Kingsway	60'
NE $\frac{1}{4}$ SW $\frac{1}{4}$	17/24N/1W	Gold Creek Road NW	60'
NE $\frac{1}{4}$ NW $\frac{1}{4}$	13/24N/2W	NW Church Road	60'
N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$	16/27N/2E	Little Boston Harbor Road	30'

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Sec 17 T24N R1W

Q080

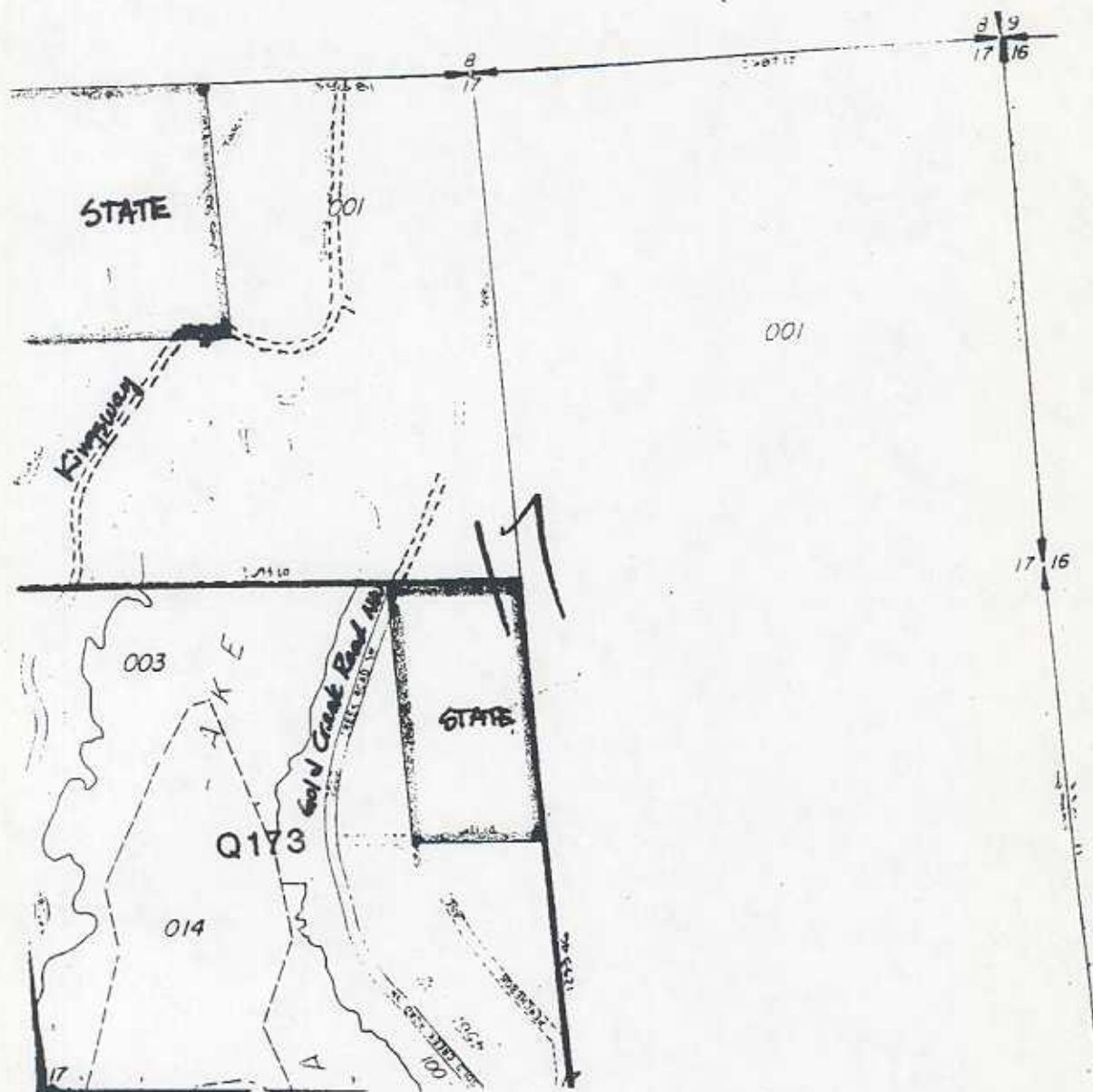
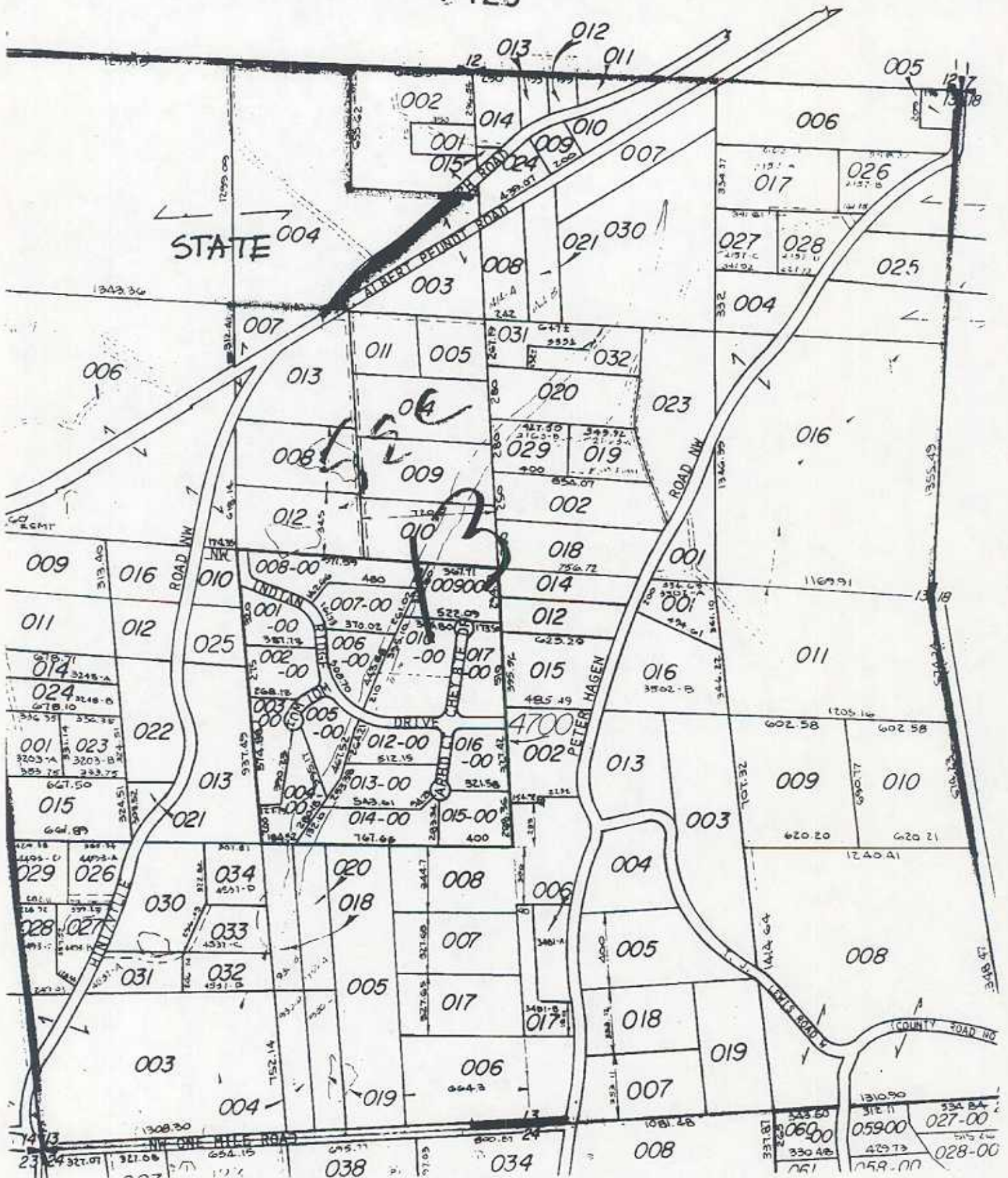
A.F. #: 9111150306
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EXHIBIT B

P 120



Sec 13 T24N R2W

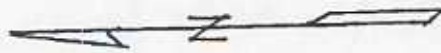
NW Church Road

A.F.#: 9111150306
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EXHIBIT C

9 10 15
16

Little Boston Harbor Rd



STATE

Sec 16 T 27 N R 2 E

A.F. #: 9111150306
REEL 0616 FR 2383

8 9
17 16

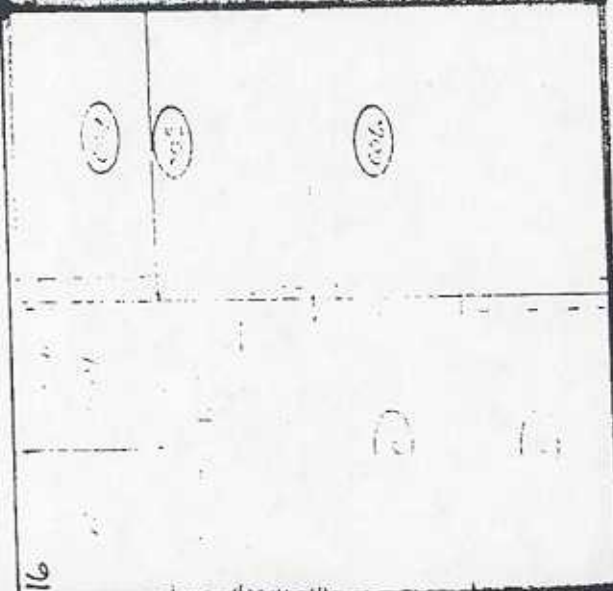


EXHIBIT D